

NIXON PEABODY LLP ATTORNEYS AT LAW

NIXONPEABODY.COM @NIXONPEABODYLLP Eric C Jeffrey
Counsel
ejeffrey@nixonpeabody.com

Nixon Peabody LLP 401 9th Street NW Suite 900 Washington, DC 20004-2128 202-585-8000

May 27, 2014

# BY HAND

The Hon. Karen V. Gregory Secretary of Federal Maritime Commission 800 North Capitol St. Room 1046 Washington, D.C. 20573

Re: Edaf Antillas, Inc. v. Crowley Caribbean Logistics, LLC; IFS International Forwarding,

S.L.; and IFS Neutral Maritime Services, Docket No. 14-04

Dear Ms. Gregory:

Enclosed for filing are: (1) an original true copy and five (5) additional copies of the Answer of Respondent Crowley Caribbean Logistics, and (2) the Notices of Appearance for Eric C. Jeffrey and Lindsey M. Nelson in the above-referenced matter.

Please contact me if you have any questions.

Sincerely,

Eric C. Jeffrey

Counsel for Crowley Caribbean Logistics, LLC

Lindsey M. Nelson

Counsel for Crowley Caribbean Logistics, LLC

Enclosure

## FEDERAL MARITIME COMMISSION

DOCKET NO. 14-04

EDAF ANTILLAS, INC.

v.

# CROWLEY CARIBBEAN LOGISTICS, LLC; IFS INTERNATIONAL FORWARDING, S.L.; and IFS NEUTRAL MARITIME SERVICES

# ANSWER OF RESPONDENT CROWLEY CARIBBEAN LOGISTICS

COMES NOW respondent Crowley Caribbean Logistics ("CCL"), by and through its attorney, Eric C. Jeffrey, Esq., as and for its answer to Complainant's complaint herein respectfully alleges and states as follows:

- Answering Paragraph "1" of Complainant's Complaint, admits the first two sentences and alleges a lack of knowledge or information sufficient to form a belief as to the truth of the legal conclusion stated in the third sentence.
- 2. Answering Paragraph "2" of Complainant's Complaint, admits, but states that the last sentence is irrelevant to this proceeding.
- 3. Answering Paragraph "3" of Complainant's Complaint, alleges a lack of knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.
- 4. Answering Paragraph "4" of Complainant's Complaint, alleges a lack of knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.
- Answering Paragraph "5" of Complainant's Complaint, Respondent admits CCL is a nonvessel operating common carrier and ocean freight intermediary, but denies that it was acting

- as such in relation to Complainant, and denies each and every remaining allegation contained in paragraph "5".
- Answering Paragraph "6" of Complainant's Complaint, admits as to CCL, and alleges a lack
  of knowledge or information sufficient to form a belief as to the truth of the allegations as to
  IFS.
- 7. Answering Paragraph "7" of Complainant's Complaint, denies that the Shipping Act provides any cause of action regarding CCL or any jurisdiction over CCL with regard to the allegations in the Complaint.
- 8. Answering Paragraph "A" of Complainant's Complaint, alleges a lack of knowledge or information sufficient to form a belief as to the truth of the allegations and asserts that Exhibit 1 is (i) in a foreign language without a verified translation, contrary to Rule 7, and (ii) largely illegible.
- 9. Answering Paragraph "B" of Complainant's Complaint, alleges a lack of knowledge or information sufficient to form a belief as to the truth of the allegations, except that Exhibit is an undated certificate of compliance, apparently issued in connection with some, unknown, shipment.
- 10. Answering Paragraph "C" of Complainant's Complaint, alleges a lack of knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.
- 11. Answering Paragraph "D" of Complainant's Complaint, alleges a lack of knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.
- 12. Answering Paragraph "E" of Complainant's Complaint, alleges a lack of knowledge or information sufficient to form a belief as to the truth of the allegations, except that Respondent Neutral did issue a bill of lading for the shipment, and states that Exhibits 3 and

- 4 are (i) partially in a foreign language, without the verified translation required by Rule 7, and (ii) largely illegible.
- 13. Answering Paragraph "F" of Complainant's Complaint, alleges a lack of knowledge or information sufficient to form a belief as to the truth of the allegations.
- 14. Answering Paragraph "G" of Complainant's Complaint, admits.
- 15. Answering Paragraph "H" of Complainant's Complaint, admits that CCL sent a notice to Complainant regarding inspection, but denies the characterization of that notice, which speaks for itself.
- 16. Answering Paragraph "I" of Complainant's Complaint, alleges a lack of knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.
- 17. Answering Paragraph "J" of Complainant's Complaint, admits.
- 18. Answering Paragraph "K" of Complainant's Complaint, alleges a lack of knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, but specifically denies the allegations in Footnote 1 that CCL delayed any action based on a payment dispute among respondents.
- 19. Answering Paragraph "L" of Complainant's Complaint, denies. CCL was not a carrier with regard to the shipment.
- 20. Answering Paragraph "M" of Complainant's Complaint, alleges a lack of knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.
- 21. Answering Paragraph "N" of Complainant's Complaint, alleges insufficient knowledge regarding timeliness.
- 22. Answering Paragraph "O" of Complainant's Complaint, admits.

- 23. Answering Paragraph "P" of Complainant's Complaint, admits that the goods were cleared for entry into the commerce of the United States, but otherwise alleges a lack of knowledge or information sufficient to form a belief as to the truth of the allegations.
- 24. Answering Paragraph "Q" of Complainant's Complaint, admits that there was a *de minimis* amendment that only one character ("A") of the bill of lading was changed.
- 25. Answering Paragraph "R" of Complainant's Complaint, alleges a lack of knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.
- 26. Answering Paragraph "S" of Complainant's Complaint, alleges a lack of knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.
- 27. Answering Paragraph "T" of Complainant's Complaint, admits, but asserts that it is totally irrelevant to the proceeding.
- 28. Answering Paragraph "U" of Complainant's Complaint, admits that it acted only as an agent for the other Respondents, but otherwise denies the allegations contained therein.
- 29. Answering Paragraph "V" of Complainant's Complaint, alleges a lack of knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.
- 30. Answering Paragraph "W" of Complainant's Complaint, alleges a lack of knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, except denies that CCL delayed any action as a result of a dispute among Respondents.
- 31. Answering the 'Cause of Action" in Complainant's Complaint, denies each and every alleged violation of the Shipping Act.

# AFFIRMATIVE DEFENSES

Respondent hereby asserts the following affirmative defenses:

# First Affirmative Defense

Respondent alleges that the FMC lacks subject matter jurisdiction over the Complaint insofar as it related to CCL. The Shipping Act provides the FMC with authority only over regulated entities when acting in their regulated capacity. By Complainant's own admission, CCL was not acting as a carrier with respect to this shipment, but rather as a mere agent of the actual carrier(s). The Shipping Act does not authorize the FMC to regulate agents of carriers. See e.g., *Landstar Express America, Inc.*, 569 F. 3<sup>rd</sup> 493 (D.C. Cir. 2009).

# Second Affirmative Defense

Respondent alleges Complainant's request for damages is barred by rules regarding the liability of agents. Complainant admits that CCL was acting in the capacity of agent for a disclosed principal, and accordingly the liability, if any, flows to the principal, not the agent.

# Third Affirmative Defense

Respondent alleges Complainant's failure to state a plausible claim for relief. Complainant has alleged no facts sufficient to support a reasonable inference that the Complainant is entitled to any relief the FMC can grant.

## Fourth Affirmative Defense

1.

Complainant's claims, or parts thereof, are barred by the release entered into by the terms of and agreement within the bill of lading between Neutral and Complainant, in which Complainant released CCL from any action arising out of or relating to the letter agreement. See CCL Exhibit

# Fifth Affirmative Defense

The claim for indemnity is barred under the traditional tenets of agency law due to the fact that Complainant did not have a contract with CCL and Complainant had no right to rely on the alleged representations made by CCL.

# Sixth Affirmative Defense

Complainant's entitlement to damage, if any is limited by the Clause Paramount in the bill of lading to \$500 per package, as agreed to by Complainant. Complainant asserts that Complainant is a shipper within the meaning of the Shipping Act, but designates in the Complaint the parent company as "Complainants Shipper". Only the entity that paid the freight may recover reparations under the Shipping Act as interpreted by the FMC.

# Seventh Affirmative Defense

Complainant asserts that CCL violated Section 10(b)(8) by giving an undue or unreasonable preference or advantage to shippers of other cargo in the same container. Complainant fails however, to allege two essential elements of a 10(b)(8) claim: (i) that the shipment was pursuant to a tariff, and (ii) that Complainant had a competitive relationship with one or more of the allegedly advantaged shippers. Further, even if there was a tariff involved, it was not CCL's tariff.

# Eight Affirmative Defense

Complainant's claim that CCL violated Section 10(b)(3) by reason of unfair or unjustly discriminatory actions is unfounded. This section applies only to retaliation against a shipper because it filed a complaint, patronized another shipper, or similar reasons. There is no allegation of any retaliation by CCL or of any improper motives for its actions.

# Ninth Affirmative Defense

Complainant's claim that CCL violated 10(d)(1) by failing to establish, observe, and enforce just and reasonable regulations and practices is unfounded and absurd. CCL handled 4,579 containers in 2013, and of those 428 came from Spain, showing CCL operates within reasonable practices and regulations. Further, CCL has standard order of procedures which are applied consistently to all shipments. See CCL Exhibit 2.

## ADDRESSES

- The name, address, and email address of Respondent CCL is Crowley Caribbean
  Logistics, LLC, Centro Mercantil Internacional, Edificio 11, Guaynabo, PR 00965,
  mailing address as PO Box 70208, San Juan, PR 0C936-3208, and email address
  alan.twaits@crowley.com.
- 2. The name, address and email address of Respondent CCL's attorneys is Eric Jeffrey and Lindsey Nelson, Nixon Peabody LLP, 401 Ninth Street, N.W., Washington D.C. 20004, and email addresses ejeffrey@nixonpeabody.com and lnelson@nixonpeabody.com.
- 3. Respondent CCL anticipates that Respondents IFS and Neutral will provide information regarding themselves and their representative(s)/attorney(s) but believes that the addresses for Respondents IFS and Neutral as provided by Complainant, are correct.

# NEED FOR HEARING

Respondent CCL notes that Complainant has not requested a hearing, and agrees that no hearing is necessary or appropriate.

WHEREFORE, Respondent prays that the Complaint in this proceeding be handled as followed:

- 1. The Complainant take nothing of his Complaint on file herein;
- 2. For attorney's fees incurred in the defense of Complainant's action against this answering Respondent;
- 3. For costs and disbursements incurred herein;
- 4. For such other and further relief as the Commission may deem just and proper under the premises.
- 5. For the Complaint to be dismissed as to CCL.

Dated: May 27, 2014

Respectfully submitted,

SPIC C IEFEDEN

LINDSEY M. NELSON

NIXON PEABODY LLP

401 Ninth Street, NW, Suite 900

Washington, DC 20004

(202) 585-8000

Counsel for Crowley Caribbean Logistics, LLC

# **VERIFICATION**

I declare under penalty of perjury that the foregoing is true and correct.

Vice President & Chief Counsel – Corporate Legal Services Crowley Maritime Corporation / Crowley Caribbean Logistics, Inc.

# Certificate of Service

I hereby certify that I have this day served the foregoing document upon all parties of record by mailing a copy to each person.

Dated at Washington, DC, this 27th day of May 2014.

Lindsey M. Nelson

Counsel for Crowley Caribbean Logistics, LLC

# CCL Exhibit 1

### Exhibit 1, Page 1 of 2

Shipper:

EDITORIAL EDAF, S.L. JORGE JUAN, 68

MADRID, ESPAÑA TEL: 91 435 82 60 FAX: 91 431 52 81

Consignoe:

EDAF ANTILLAS, INC. 1594 PIÑERO AVE CAPARRA TEPRACE SAN JUAN PR. 00921-1413, PUERTO RICO TEL: (787) 707 17 92 FAX: (787) 707 17 97 ATT.: SR. D. CARLOS MATOS

Notify party:

EL MISMO

Ocean vessel: Voyage: MIDAS AH31R Place of receipt: Port of loading: VALENCIA VALENCIA Port of discharge: Place of delivery: SAN JUAN DE PTO. RICO SAN JUAN

BILL OF LADING

IFSM

Bill of lading no .:

424555



For particulars of delivery apply with this B/L to:

CROWLEY CARIBBEAN LOGISTICS LLC CENTRO MEPCANTIL INT. - Edif. 11 - PO BOX 361927 PUERTO RICO 00936-7314 - 00936

PUERTO RICO Phone: 787-793.8575 al 8579

- Fax: 787-793.8717

COPY NOT NEGOTIABLE

Marks & Nos.:	No. pasker. Kind of pack	Description of goods	Gross weight Kg	МЗ
EDAF ANTILLAS	53 BULTOS	3.1.W.a.c.	1.202,00	2,640
LCL/LCL		63 BULTOS INTO 2 PALLETS BOOKS, PARTIDA ARAUCELARIA: 4901.9900 EXPRESS B/L FREIGHT COLLECT ON BOAPD		
	A.M.S.			
	IFSM424555			
	H.S. Code;			
	490199			

Container N°:		number received				
DVRU0610860 Seal N°:		THREE	~,	200	,	 
B5635389	5					

	the same of the sa		•••
Freight & charges	Prepaid	Collect	Cur.
EX WORES CHARGES		452,00	USD
AMS		56,40	USD
CCEAN FREIGHT ALL IN U.D	+	272,99	บรอ
LOCAL EMPENSES (SATI JUAN)			USD
DOCUMENT TRANSFER FEE (SAN JUAN)	1	25,00	บรอ

Emerical in apprent meet continued continued in continued in the large part and or taking about comparing the large comparing the large comparing to the large continued in large comparing to the large continued in the large comparing the majority of the large continued in th

Propaid /Payable at	Number of original B/Ls	Place and date of B/L issue
Destination	0/ Zero	VALENCIA, JULY 21TH, 2013
Forwading agents  SPACE CARGO EXPORT, S.A. (EXP)  Phone: 917482991/CONT:917482995  Fax: 913293525	4302376	IFS AS AGENTS OF NEUTRAL MARITIME SERVICE AS CARRIER

#### SHOTTINE

"Carrier" means the Company stated on the front of this Bill of Lading as being Carrier' and on whose behalf this Bill of Lading has been signed. Carrier' and on whose behalf this Bill of Lading has been signed. Carrier and on whose behalf this Bill of Lading has been signed. The control of the Bill of Lading, any person having a research of the Goods, the side of this Bill of Lading, any person having a present or future interest in the size or any person acting on behalf of any of the above mentioned persons. Goods includes the cargo supplied by of the above mentioned persons. Goods includes the cargo supplied by the Mercart and Includes any Continent applied by of on behalf of the Carrier. "Container' includes any container the control of the Carrier." Carriage" means the whole of the operations and services undertaken or person to the Carrier. The carrier is respect of the Goods. "Carriage" means the whole of the operations and services undertaken or person to the Carrier in respect of the Goods. "Combined Transport alreads where the Carriage called for by this Bill of Lading of Port to Port. Shipment are the rort of this Bill of Lading of the Carrier in respect of the Goods. "Combined Transport alreads where the Carriage called for by this Bill of Lading of Port to Port. Shipment are short of the Bill of Lading of the Place of the Place of the Carrier in respect of the Carrier in the Place of t

The provisions of the Carrier's applicable Tarff, if any, are incorporated herein-ies of such provisions are obtainable from the Carrier or his agents upon request where applicable, from a government body with whom the Tarff has been filled in case of inconsistency between this Bill of Lading and the applicable farff, this tills eding shall provi

#### YTHARRAY

The Merchant warrants that in agreeing to the terms hereof he is or is the agent not has the authority of the person owning or entitled to the possession of the kis or any person who has a present or future interest in the Goods.

#### EGOTIABILITY AND TITLE TO THE GOODS

In This Bit of Lading shall be non-negotiable unless made out "to order" in which it is shall be negotiable and shall constitute title to the Goods and the holder shall writted to recover or to transfer the Goods herein described. (2) This Bit of Lading shall be prime facts evidence of the taking in charge by the ner of the Goods as herein described. However, proof to the contract shall not be issailed when this Bit of Lading shall be provided to the state of the section to a their perty salling in good failth.

# ERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PER-

EXTRAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERS.

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any of the Carriage.

(2) The Merchant undertakes that no claim or allegation shall be made against person or vessel whatsoever, other than the Carrier, including, or not thinked to, Carrier's servants to getter the servants of the servants or servants or servants or servants or servants or servants or the servants or most to the servants or most to the servants or most to the carriage, whether or the carriage, whether or most to impose upon any such, person or vessel any liability whatsoever in contract the Code of the Carriage, and far yealm or allegation should nevertuse be made to defend, indemnify and hold harmess the Carrier and suppose the carriage and the servants of the s

#### 6. CARRIER'S RESPONSIBILITY

(3) CLAUSE PARAMOUNT

(A) Subject to clause 15 below, this Bit of Lading insofter as it revistes to sea currage by any vessel whather named herein or not shall have effect subject to the Hague Rules or any logislation making such Rules or the Hague Pulse or any logislation making such Rules or the Hague Rules or the Hague Rules or any logislation making such Rules or the Hague Rules or computationly applicable sight as COGMA to the Bit of Lading and the provisions of the Hague Rules or applicable sight as COGMA (if the Bit of Lading and the provisions of the Hague Rules or applicable sight as COGMA (if the Bit of Lading and Lading Anderson Ande (1) CLAUSE PARAMOUNT

### (2) PORT TO PORT SHIPMENT

(2) PORT TO PORT SHIPMENT.

The responsibility of the Carrier is limited to that part of the Carriage from and during loading into the vessel up to and during discharge from the vessel and the Carrier shall not be flable for any loss or damage whatsoever in respect of the Goods or for any other matter staling during any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Mechanic constitutes the Carrier as agent to enduring or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsability for any cut or consiston whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into other terms in this Bill of Lidding.

## (3) COMBINED TRANSPORT

(a) community interests of the second of the

(ii) Where the stuge of Carriage where the loss of damage occurred cannot be proved:

(ii) The Carrier shall be entitled to rely upon all exclusions of Rability under the Riche or legislation that would have applied under 6(1)(A) above had the loss of damage occurred to the beauty. If this Bill of Lading is subject to U.S. or Canadian law respectively.

(ii) Where under (i) above, the Carrier is not liable in respect of some of the factors for which he is liable have combuted to the loss or damage, he shall only be Ribble to the extent that those factors for which he is liable have combuted to the loss or damage. The combustion of the factors for which he is liable have combuted to the loss or damage. The combustion of the factors of the factors

(B) Where the stage of Carriage where the loss or damage occurred can be proved:

(i) The liability of the Carrier shall be determined by the provisions contained in any international convention of national law of the country which provisions:

a) cannot be departed from by private contract to the detriment of the Merchant,

a) Carrior to bispection and the Merchant had made a separate and direct contract by lookid have applied it he Merchant had made a separate and direct contract with the Carrier in respect of the particular state of Carriage where the loss or damage occurred and had necessful as evidence thereof any particular document which must be issued in order to make such international convention or national time southernia.

which must be issued in order to make such insurance convenient or in Canada law applicable. (i) with respect to the transportation is the United States of America or in Canada to the Port of Loading or from the Port of Loading of from the Port of Dactarage, the responsibility of the Canada state lab to procure preparation by carefrer (one or more) and such transportation shall be subject to the Inland carriers contribute or more) and such transportation shall be subject to the Inland carriers contributed or more) and such transportation shall be subject to the Inland carriers contributed to the Intelligent of such injuries of the Intelligence of the Intelli

ties the summent of auch injurie defined some summer to the Certier small be determined by \$(3)(4) above.

(4) GENERAL PROVISIONS

Save as otherwise provided herein, the Carrier shall in no circumstances be lia-ble for direct, indirect of consequential lose or damage caused by delay or any other cause whatsoever and however caused. Without projucts to the spe-goring. If the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

#### (B) Package or Shipping Unit Limitation

Where the Hague Rules or any locationor making such Rules compulsorily applicable (such as COSSA or COSWA) to this Bill of Lading apply, the Carrier shall not unless a declared value has been noted in accordance with (C) below, be obscious liable for any toss or damage to or in connection with the Goods in an amount per package or styping will in excess of the perkage or shipping will be according to COSWA to COSSA to USSAS and according to COSWA to Can Social to the Interior amount is applicable under such Rules or legislation, the limitation shall be USSASO.

#### (C) Ad Velorem: Declared Value of Package or Shipping Unit

(G) Ad Valoriem: Declared Value of readings or suppring one.

The Carrier's liability may be increased to a higher value by a declaration of writing of the value of the Goods to shibment, such play in value being interestively to the Carrier of the Goods for shibment, such play in value being interestively to the Carrier of the Goods for shibment, and the Carrier of the Carrier's carrier of the Carrier's liability, if any, shall not exceed the declared value and any perfail loss or damage if with be Squanted por also not be based on the Carrier's or stall be Squanted for this not the based of but for declared value.

#### (D) Definition of Package or Shipping Unit

(b) Definition of Package or Shipping Unit Mhere a Container is used to concolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of the SEII of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any International convention or initional livin Visitating to the carriage of Goods by sea. Except as aforeasid the Combiner shall be Considerate words: Shipping prift "shall meen ench physical unit or place of cargo not shipped in a package, including articles and things of any description whatso-ver, except Goods shipped in bulk, and irrespective of the weight or measur-rement unit employed in calculating insight charges. As to Goods shipped in bulk, the limitation applicable therether of shall be the limitation applicable to the probability of the properties of the which may be applicable.

R is agreed that superficial rust, addation or any like condition due to mainture is not a condition of damage but its inhurent to the nature of the Goods and accounted general of making the Goods in speareril good order and condition is no receipt.

#### (F) Notice of Loss or Damage

or record on Lass of Lantage.

The Carrier shall be deemed prime facile to have delivered the Goods as described from the Last of Lantage to the Goods, indicating the general institute of Lantage to the Goods, indicating the general institute of Lantage to the Service to the Goods in the Lantage to the Carrier or to his presentative at the place of delivery before or at the time of removal of the Goods into the caustody of the person artifact to delivery there or the Carrier of Carrier of the Car

(d) Time-bar The Carrier shall be discharged of as liability unless suit is brought in the proper forum and written notice thereof received by the Carrier within the months after delivery of the Discott hims period shall be found contrary to any convention or law computationly applicable, the period prescribe by such convention or law shall then apply but if that circumstance only.

#### 7. MERCHANT'S RESPONSIBILITY

1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant exament to the Carrier that the describest warrants to the Carrier that the describest warrants to the Carrier that the description of the Carrier than the

son of any lilegal incorrect or insufficient marking, numbering or accreasing or use account. The Merchant undertakes that the Goods are packed in a manner adoquate to withstand the ordinary risks of Carrisge hering regard to their nature and in compliance with all leves, regulations and requirements which may be applicable. (4) No Goods which are or may become dangerous, inflammable or changing or which are or may be completely considered to the control of the complete of the complete of the complete of the control of the co

Charges the Merchant shall be liable for the less, damage, contamination, colling, dates loo or demarrage, before, during and after the Carriage of property (including), but not limited in Containers) of the Carrier on any person or vessel (other than the Merchant) referred to in S(2) show caused by the Merchant or any person or vessel (other than behalf or for which the Merchant at otherwise responsible.

(8) The Merchant shall defend, indemetry and hold harmess the Carrier against young damage, claim, liability or expense whatover unlaing from any breach of the provisions of this claims ? Or from any cause in connection with the Goods for which the Carrier is not responsible.

#### **B. CONTAINERS**

8. CONTAINERS

(1) Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed by the Carrier in or on Containers and Goods may be suffered with other Goods.

(2) The terms of this Bit of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

(3) The Carrier shall not be lable for loss of or damage to the Goods.

(4) the Carrier shall not be lable for loss of or damage to the Goods.

(6) Caused by the nanustrability of the Goods for Carriage in Containers.

(8) Caused by the container in which the Container has been sufficient of the Carrier of the

#### 9. TEMPERATURE CONTROLLED CARGO

(1) The Merchant undertakes not to tender for transportation any Goods which requires temperature control without previously giving written notice guantifiling in the box on the tront of this Bill of Landing has been prepared by the

Merchant or a person acting on his behalf of their nature and particular temperature and particular temperature to the maintained and in the case of a temperature controlled Container and fed by or on behalf of the Merchant further underdisease state of the container and the state of the controlled the co

#### 10. INSPECTION OF GOODS

The Carrier or any person-authorised by the Carrier shall be entitled, but unde no obligation, to open any Container or package at any time and to inspect the Goods.

11. MATTERS AFFECTING PERFORMANCE

(1) If at any time the Carriage is on a likely to be affected by any hindrancd, risk delay, difficulty or disadvantage of any kind introding the condition of the Goods whenceover and however straing (whether or not the Carriage has commenced to Carrier and Carriage has commenced to Carrier and Carrier and

#### 12. METHODS AND ROUTE OF TRANSPORTATION

12. METHODS AND ROUTE OF TRANSPORTATION

(1) The Carrier may st any time and without notice to the Morchant:
Use any means of transport or stronges whistenower; lead or carry the Goods or
any vessel without means of the many of the stronger of the strong

## 13. DECK CARGO (AND LIVESTOCK)

13. DECK CARGO (AND LIVESTOCK)
(1) Goods of any describition whether containerised or not may be stowed on cunder dock without notice to the Morchant and such stowage shall not be a denive the not without notice to the Morchant and such stowage shall not be a denive on of what was not such stowage shall not be a denive on deck or under deck shall participate in General Average and such topological content that he was not such as the shall be a shal

#### 14. DELIVERY OF GOODS

If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call tippon the Merchant take delivery thereof, the Carrier shall be entitlethed to calculate to remove from take delivery thereof, the Carrier shall be entitlethed to cold to treather shall be considered and to store the Goods or that part shall be shall be shall be shall be considered and to store the Goods or that part shall be shall be

#### 18. BOTH-TO BLAME COLLISION

18. BUTH-TO SLAME COLLISION
If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object) a result of the non-carrying vessel or object or the owner of, otherwise of the non-carrying vessel or object or the owner of, otherwise of carried to the owner of the owner owner owner of the owner owner owner of the owner o

### 18. GENERAL AVERAGE

18. GENERAL AYERAGE
(1) The Cartier may declare General Average which shall be adjustable according to the York/Antwerp Ruise of 1974 at any place at the option of the Cartier are the Amendad Lason Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Cartier in this connection.
(2) Notwithstanding (1) above, the Merchant shall detend, Indemnity and holymmiss the Cartier in respect of any others [and any sciences arising therefrom 0 a General Average relationship of the Cartier and shall provide such (3) The Cartier shall be under no obtained to take any stops whatsoever is collect security for General Average contributions due to the Merchant.

17. CHARGES
(1) Charges shall be deemed fully seried on receipt of the Goods by the Carrie and shall be paid and non-returnable in any event.
(2) The Charges have been calculated on the basis of particulars furnished by con behalf of the Merchant. The Carrier shall be entitled to production of the corn mercial invoice for the Goods or true copy thereof and to inspect, reweight, remeature and revalue the Goods and if the particulars are found by the Carrier to be indomed the Merchant shall by the Carrier the Cornect Charges (carried by the Carrier to th

#### 18. LIEN

The Cerrier shall have a lien on the Goods and any documents relating theset for all aurns whatsower due at any time to the Carrier from the Merchant and of General Average parties at last the Carrier from the Merchant and of General Average parties shall have the right to self the Goods and documents by oblic action or private insaty, without notice to the Merchant and at the Merchant expense and whould are justified towards the Merchant.

## 19. VARIATION OF THE CONTRACT

No servent or agent of the Carrier shall have power to waive or vary any of themse hereof unless such waiver or varietistion is to writing and is specifically sufficient or retired in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.

#### 20. PARTIAL INVALIDITY

20. PART ISAL INVESTMENT III at Lading is held to be invalid or unerforceable by an court or regulatory or self regulatory agency or body, such invalidity or unerforceable its shall allow only to such provision. The validity of the remaining provisione shall not be effected thereby and the Ball of Lading contract while be camed out as if sucl bankler or unerforceable provision were not contained herein.

# CCL Exhibit 2



# SOP IMPORTS DEPARTMENT

# **MISION:**

Receive cargo and manage in an effective manner maintaining high standard customer services to all our customers. Keeping in mind our core values of "Customer Centric & Maximize Customer Profability".

# **Standard Steps in Entering Voyages:**

- 1. Pre-Alert Received Confirm Agent via email receipt
- 2. Print Pre-Alert and prepare folder with ETA & Checklist

  ✓ Organize paperwork
- 3. Enter voyage in system and assign voyage number according to Origin (HGK, PTY, COL, VAL, MIA, CFZ, MIS, CHI, ANT)
- 4. Transmit Voyage in AMS (If applicable)
  - ✓ Follow up transmission until voyage is Matched with Customs
  - ✓ Send Print Screen to Agent after transmission and match
- 5. Send ISF Notifications to customers and Brokers
  - ✓ Pre-Notification to all customers with EDD & Aprox. ETA

- 6. Complete Voyage in System
  - ✓ Enter all HBL's
  - ✓ Enter HBL's charges (Request Rated HBL's from Agent)
  - ✓ Create ATME
  - ✓ Update notes
- 7. Follow-up Notice of Arrival with Shipping Line
  - ✓ Request MBL
  - ✓ Request Scanning Invoice
  - ✓ Verify Tax Release of MBL (Master Bill of Lading)
  - ✓ Prepare all check requests and invoice approvals
- 8. Prepare (PTT) Permit to Transfer
- 9. Submit paperwork to Accounting
  - ✓ Master Bill of Lading
  - ✓ HBL's
  - ✓ Manifest
  - ✓ Debit Notes
  - ✓ Credit Notes
  - ✓ Any invoice from Agent related to voyage
- 10. Receipt of PTT Release (Validated)
  - ✓ Verify if container is going to Inspection or direct to our warehouse
  - ✓ Copy of all documents for file

- ✓ Deliver PTT (Delivery Order) to Operations for movement of container. Notify Operations if container is going to Inspection or coming directly to our warehouse.
- ✓ Update notes in system
- ✓ Update tracking information in system (Ready for Movement or Inspection)
- ✓ If container is transferred to Inspection (Castillo) it is the coordinator's responsibility to follow up with customs until it is released.
- 11. Transmit to Tax Office (MEPS-SISCON)
- 12. Create MISC Invoices
- 13. Notify Customers and enter notes in Notify Section
- 14. Coordinate Deliveries if applicable
  - ✓ Prepare Delivery Document
  - ✓ Prepare Delivery Ticket
- 15. Scan documents in system (HBL, Transshipment charges, Manifest, MBL, PTT Validated, Debit or Credit Notes, etc.)

# **OTHER RESPONSABILITIES:**

- 1. Trans-shipments Prepare Inbond Paperwork (7512)
  - ✓ These are to be worked every <u>Tuesday</u> and <u>Wednesday</u> prior to sailing of current week
  - ✓ Provide Export Department of paperwork
    - o Copy of 7512
    - o Commercial Invoice

# 2. Storage & 2<sup>nd</sup> Notifications - to be worked every Thursday

- ✓ Coordinator is responsible of re-notifying those shipments that are in our warehouse over 10 days. Coordinator must update notes in system.
- ✓ Coordinator should also maintain our Agents updated of all shipments pending in warehouse for their assistance.
- ✓ All shipments in our warehouse over <u>30 days</u>, a Certified Letter must be sent to customers.

# 3. Daily Phone Calls, Delivery Orders & Emails

- ✓ Coordinator is responsible in answering and replying to all emails and phone calls in a timely, effective, complete manner, always maintaining our high standard customer service.
- ✓ Coordinator is responsible in providing Delivery Orders to customers that are present in our facilities to pickup cargo
- ✓ Scan all documents from customers in system such as; checks or payments, customs releases, tax releases and Original Bill of Ladings.

- 4. Closing of Inbonds (IE)
  - ✓ All those trans-shipments that sailed the prior week, next Monday these IE should be closed in Cargo Manager
- 5. Receipt of Payments and documents from customers
  - ✓ Coordinator will receive payments from customers and these
    are to be delivered same day to person in charge of cash or
    check receipts.
    - o Keep copy for files and scan
    - o Provide copy of invoice or HBL

Employee Name:	
Signature:	
Date:	

## FEDERAL MARITIME COMMISSION

**DOCKET NO. 14-04** 

EDAF ANTILLAS, INC.

v.

# CROWLEY CARIBBEAN LOGISTICS, LLC; IFS INTERNATIONAL FORWARDING, S.L.; and IFS NEUTRAL MARITIME SERVICES

# NOTICE OF APPEARANCE

Please enter my appearance in this proceeding as counsel for Crowley Caribbean Logistics, LLC.

I request to be informed of service of the administrative law judge's initial or recommended decision an of the Commission's decision in this proceeding by:

[ ] telephone (In the event that I am not available when you call, appropriate advice left with my office will suffice.)
[ ] facsimile transmission

[X] electronic mail

Eric Jeffrey 401 9<sup>th</sup> St. NW, Suite 900 Washington, DC 20004 (202) 585-8215 (p) (855) 782-6662 (f)

ejeffrey@nixonpeabody.com

Eric Jeffrey

# FEDERAL MARITIME COMMISSION

DOCKET NO. 14-04

EDAF ANTILLAS, INC.

v.

# CROWLEY CARIBBEAN LOGISTICS, LLC; IFS INTERNATIONAL FORWARDING, S.L.; and IFS NEUTRAL MARITIME SERVICES

# NOTICE OF APPEARANCE

Please enter my appearance in this proceeding as counsel for Crowley Caribbean Logistics, LLC.

I request to be informed of service of the administrative law judge's initial or recommended decision an of the Commission's decision in this proceeding by:

[ ] telephone (In the event that I am not available when you call, appropriate advice left with my office will suffice.)
[ ] facsimile transmission

[X] electronic mail

Lindsey M. Nelson 401 9<sup>th</sup> St. NW, Suite 900 Washington, DC 20004 (202) 585-8384 (p)

(202) 585-8080 (f)

lnelson@nixonpeabody.com

Lindsey M. Nelson